

Original Title Page

THE CINS AGREEMENT

A Cooperative Working Agreement

FMC Agreement No. 201339

Expiration Date: None

This Agreement Has Not Been Published Previously

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Name of the Agreement	1
2	Purpose of the Agreement	1
3	Parties	1
4	Geographic Scope	1
5	Authority	2
6	Administration of Agreement	4
7	Membership	4
8	Voting	5
9	Duration, Resignation and Expulsion	5
10	Governing Law/Dispute Resolution	6
11	General Provisions	6

ARTICLE 1: NAME OF THE AGREEMENT

This agreement shall be known as the CINS Agreement (“the Agreement”).

ARTICLE 2: PURPOSES OF THE AGREEMENT

The purpose of this Agreement is to authorize the parties to engage in cooperative activities authorized herein with respect to the transportation of cargo in a manner that protects the environment and the health, safety, and security of vessels, crews, and cargo.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter referred to individually as “Party” jointly as the “Parties”) are listed in Appendix A hereto.

ARTICLE 4: GEOGRAPHIC SCOPE

The scope of this Agreement is the trade between all ports in the United States and all ports worldwide (the “Trade”), including cargo movements originating and/or terminating at inland locations in the United States and all foreign countries.¹

¹ Although the activities described herein shall also be undertaken with respect to trades between countries other than the United States, such trades are not within the scope of the U.S. Shipping Act or the jurisdiction of the Federal Maritime Commission (“FMC”) and therefore are not included in this Agreement.

ARTICLE 5: AUTHORITY

5.1 The Parties are authorized to discuss, agree upon, make recommendations, and take steps to detect and prevent fraud, the non-declaration and/or misdeclaration of cargo, and/or non-compliance with international standards and regulations related to cargo handling and operations, for example non-compliant stowage, lashing, and/or securing of cargoes tendered for transport, to ensure the protection of the environment and the health, safety and security of vessels, crews, and cargo.

5.2 The Parties are authorized to discuss, agree upon, and advocate positions on policy and/or regulatory matters that related to the protection of the environment and the healthy, safety and security of vessels, crews, and cargo before international and/or national regulatory bodies, as well as with or within other industry organizations.

5.3 The Parties are authorized to establish, maintain and revise a database into which the parties can enter information about cargo-related incidents that could impact the environment and/or the health, safety and security of vessels, crews and cargo. This information includes origin and destination of cargo, commodity description, name of vessel, date and nature of incident, and such other non-commercial information as may be agreed from time to time.

5.4 The Parties are authorized to analyze the data in the database, conduct other research relating to the protection of the environment and/or the health, safety and security of vessels, crews and cargo, and adopt and publish guidelines/best practices relating to the handling of certain types of cargoes that may present heightened concerns in relation to the protection of environment and/or the health, safety and security of vessels, crews and cargo. No Party is required by this Agreement to adhere to any such guideline/best practice that may be published pursuant to this authority. The Parties are also authorized to publish and disseminate information related to the protection of the environment and/or the health, safety and security of vessels, crews and cargo and conduct workshops and meetings with the goal of improving the protection of the environment and the healthy, safety and security of vessels, crews and cargo throughout the supply chain.

5.5 The Parties are authorized to create a non-profit entity, to be known initially as The Cargo Incident Notification System Organization ("CINS"), to administer the database and this Agreement.

5.6 It is the intent of the Parties that the authority contained in this Agreement be interpreted, exercised, and implemented in a manner that is consistent with applicable law, including Article 101 TFEU and the U.S. Shipping Act of 1984, as amended. In furtherance of the foregoing, this Agreement does not authorize the Parties to discuss or agree upon: (a) the vessel capacity to be deployed by any of them; or (b) terms and conditions

under which any Party provides ocean transportation services to its customers. It is understood and agreed that the data to be discussed by the Parties shall not include rates, charges or other terms and conditions agreed upon by a Party and its customer(s).

ARTICLE 6: ADMINISTRATION OF AGREEMENT

6.1 CINS shall be governed by a Board of Directors made up of representatives of founding Parties (which are designated with an asterisk in the Appendix hereto) in accordance with its corporate statutes. The Board shall establish the annual membership fee payable by the Parties.

6.2 The Board may appoint and/or contract with a General Secretary for the daily management of CINS and this Agreement.

6.3 The Board may from time to time establish such committees or working groups as it deems necessary or desirable.

6.4 Upon action taken by the Board or the Parties hereunder, Agreement counsel is hereby authorized to prepare this Agreement, amendments, and information relating thereto, and to execute and file same with the Federal Maritime Commission.

ARTICLE 7: MEMBERSHIP

7.1 Membership to this Agreement is limited to the Parties; provided, however, that new parties may be added by a majority vote of the Board. Upon admission of a new member, an amendment to this Agreement adding that carrier as a Party hereto shall be filed with the Federal Maritime Commission.

7.2 Carriers that are not ocean common carriers in the U.S. trades may participate in CINS, but shall not become Parties to this Agreement.

ARTICLE 8: VOTING

Decisions hereunder shall require an absolute majority of the Board.
Each Board member shall have one vote.

ARTICLE 9: DURATION, TERMINATION, AND EXPULSION

9.1 This Agreement shall become effective on the date it enters into effect under the U.S. Shipping Act of 1984, as amended, and shall remain in effect indefinitely thereafter.

9.2 Any Party may resign from this Agreement at any time by providing written notice of resignation to the General Secretary.

9.3 Any Party may be expelled from this Agreement and CINS upon a majority vote of the Board. The reasons for such action may include, but are not limited to: (i) deliberate damage to the interests of CINS, including but not limited to seeking to use CINS for own commercial reasons and seeking to use CINS as leverage towards governmental authorities; (ii) non-payment of the annual membership fee; and (iii) lack of contribution in furtherance of the objectives of CINS or non-compliance with the corporate statutes of CINS.

ARTICLE 10: GOVERNING LAW/DISPUTE RESOLUTION

10.1 This Agreement is to be governed by and construed in accordance with English law; provided, however, that nothing herein shall relieve the Parties of their obligation to comply with the U.S. Shipping Act.

10.2 All disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The arbitration shall be held in London, England. The language of the arbitration shall be English. The decision of the arbitrator or arbitrators, as applicable, shall be final and binding. Judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

ARTICLE 11: GENERAL PROVISIONS

11.1 This Agreement does not create a joint venture, partnership, employment relationship or other agency relationship between or among any of the Parties.

11.2 If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall nonetheless remain in full force and effect.

11.3 This Agreement may be executed in one or more counterparts, all of which, when taken together, shall be considered one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

The CINS Agreement
FMC Agreement No.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of this 9th day of April, 2020.

A handwritten signature in black ink, appearing to read "Wayne R. Rohde", is written above a horizontal line.

Name: Wayne R. Rohde
Authorized Signatory Pursuant to
Article 6.4

PARTIES TO THE AGREEMENT

CMA CGM S.A.*
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The CINS Agreement
FMC Agreement No.
Original Page No. A-2

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